Agenda Item Form

Agenda Date: _07/07/04_

Districts Affected: Citywide
Dept. Head/Contact Information: Information Technology, Tony Montoya, (915) 541-4288

Type of Agenda Item:

☐Resolution   ☐Staffing Table Changes   ☐Board Appointments
☐Tax Installment Agreements   ☐Tax Refunds   ☐Donations
☐RFP/ BID/ Best Value Procurement   ☐Budget Transfer   ☐Item Placed by Citizen
☐Application for Facility Use   ☐Bldg. Permits/Inspection   ☐Introduction of Ordinance
☐Interlocal Agreements   ☐Contract/Lease Agreement   ☐Grant Application
☒Other Personal Services Contracts

Funding Source:

☒General Fund
☐Grant (duration of funds: _____ Months)
☐Other Source: _____

Legal:

☐ Legal Review Required   Attorney Assigned (please scroll down): Lupe Cuellar   ☒ Approved   ☐ Denied

Timeline Priority: ☒High   ☐Medium   ☐Low   # of days:_____

Why is this item necessary:

Individuals' contracts are being renewed for positions of System Administrator and a PC LAN II. They are currently assigned to the Information Services office of IT, and are responsible for providing technical support on the entire communications network that processes all city applications. Contract employees, contracts must be approved by City Council before they can assume their duties.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Compensation for these Individuals will be as follows:

Ron Graham	$2245.76	System Administrator
Luis M. Garcia	$1470.62	PC LAN II

Statutory or Citizen Concerns:

None

Departmental Concerns:

Department needs to have these resources in place in order to provide continued technical support on our communications network. These individuals are charged with maintaining a stable, reliable, and secured network for the City of El Paso.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **RON GRAHAM,** to assist the Information Technology Department as a Systems Administrator at a biweekly rate of $2,245.76 for 40 hours per week. The term of the contract shall be for the period of July 7, 2004 through July 6, 2006.

APPROVED this 7th day of July, 2004.

THE CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)

)   **PERSONAL SERVICES CONTRACT**

COUNTY OF EL PASO)

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **RON GRAHAM**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Information Technology Department, desires to employ the Employee as a Systems Administrator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.   SCOPE OF SERVICES.   Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Information Technology Department, in El Paso, Texas.

2.   TIME OF PERFORMANCE. The services of Employee are to commence on or about July 7, 2004 and be completed by July 6, 2006.

3.   COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of Two Thousand Two Hundred Forty-Five and 76/100 Dollars ($2,245.76). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

    A.   The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract.   In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4.   LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the Information Technology Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.
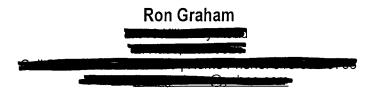
5.   <u>LAW GOVERNING CONTRACT</u>. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6.   <u>COMPLETE AGREEMENT</u>. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7.   <u>TERMINATION</u>. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8.   <u>MISCELLANEOUS</u>. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9.   <u>NOTICE</u>. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
Information Technology Department
Attn: Director
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Ron Graham

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 7th day of July, 2004.

CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

EMPLOYEE:

_____
Ron Graham
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

_____
Guadalupe Cuellar
Deputy City Attorney

_____
Tony Montoya, Director
Information Technology Department

ATTACHMENT "A"

SCOPE OF DUTIES:

Supervises the City's communications network, assist management in identifying business needs and determining functional requirements. Manages all resources assigned in order to maintain continuity of normal communications service for all employees of the City of El Paso. Performs other duties as assigned.

Ron Graham

██████████
██████████
██████████
██████████

Objective

After fifteen years in information systems services, seek opportunity to use extensive experience and management skills in an information systems position offering immediate challenge and a career advancement opportunity in a network management position.

Employment History

City of El Paso – El Paso, Texas

Network-Systems Manager / Network Administrator (July, 2002 - Present)
Network Administrator (August, 1999 – July 2002)
Senior member of a team executing the planning, implementation, and support of a network with over 175 servers, 3000+ workstations, and 100+ sites throughout the El Paso metropolitan area. Installation of three Storage Area Networks housing all critical application data. Implementing a strategic plan designed to document, upgrade, and provide strategic guidance to improve network performance. Upgrading all Windows NT 4.0 infrastructures to Windows 2000 server including Active Directory. Responsible for security of network including perimeter, internal, physical, and all associated policies and procedures. Define policy and procedures to be used for all major applications throughout the enterprise. Manage day-to-day activities of technical staff.

Yazaki North America – El Paso, Texas

Technical Services Supervisor (January, 1999 – April, 1999)
Responsible for networking servers and infrastructure in El Paso offices and 5 plants in Mexico. Coordinated all activities for year 2000 evaluation of network equipment in El Paso offices and the installation of network hardware to support physical inventory at all plants. Supervised day-to-day activities of technical staff.

Dayco Products (Purchased by the Flexaust Company, Inc. September 2000) – El Paso, Texas

Information Technology Coordinator (July, 1997 – January 1999)
Management level position requiring sole responsibility for all hardware and software systems within the manufacturing plant. Completed various enhancements on both existing and new systems, set priorities, analyzed, designed, tested, installed, and provided guidance. Documentation and specifications were supplied for enhancements. On a daily basis on call as the PC and AS/400 support for over 120 employees, (e.g. meet with individuals on a departmental basis and determine the exact requested enhancements and/or system changes and provide solutions to these requests). Corporate office designated as Year 2000 site manager to lead conversion effort for the year 2000. Designed, implemented and administered systems during start-up of plant.

Thomason Hospital – El Paso, Texas

System Analyst (October, 1995 – May, 1997)
Worked with department managers to manage projects for new and existing information systems. Projects managed: development of the Community Health Information Network, solving laboratory system problems including applications and interfaces and installing remote access to the hospital information systems. Provided SQL programming services to management to produce custom reports needed to facilitate more informed business decisions. Chaired information security team responsible for managing security and confidentiality of all information within the hospital and online clinics. Member of year 2000 team which identified and corrected any potential year 2000 problems with current applications, interfaces, and hardware. Daily contact with managers, information systems personnel, and contract programmers was required.

Currey, Adkins, Cook and Co. – El Paso, Texas

Systems Engineer / Project Manager (May, 1989 – October, 1995)
Managed projects contracted by customers. Staff of 3 employees reported to me. Projects worked on included: coordination of scheduling strategies for data network installations, systems analysis, systems implementation and systems support. Software responsibilities: support of turnkey applications, maintenance

programming of applications on the AS/400 and HP3000 using COBOL programming language, JCL, native query tools, and providing operating system maintenance. Daily contact with customers, sales representatives, network consultants, programmers and management.

Skills

Network Management / Network Administration / Network Engineering
- **LAN / WAN / MAN Services:** DS3, T1, Frame Relay, Fiber (multi-mode and single mode), leased analog, ISDN (BRI and PRI), ATM, Wireless Ethernet services, firewalls, routers, switches, cabling, bridges, and terminal servers.
- **Protocols:** TCP/IP, IPX/SPX, NetBEUI, Decnet phase IV, LAT, and SNA.
- **Server Services:** SAN, NAS, Windows XP / 2000 / 2003 / NT4 / ME / 98 / 95, OpenVMS 7.2, OS400, file, print, web, domain controller, Active Directory, WINS, DNS, DHCP and Microsoft Clustering.
- **Application Services:** Microsoft Exchange 5.5, Microsoft SQL 6.5 / 7.0 / 2000, Cisco IOS, 3Com IOS, Cabletron IOS, Unicenter, Veritas, MRP II, order inventory system, human resource systems, Police Records Managements Systems, Fire Records Management Systems, data warehousing, engineering, and document imaging.
- **Administration:** documentation (including cabling layouts), analysis of network needs, engineering of network architecture, security, software license administration, and backup services.

Project Management
- **Management:** managed multiple projects simultaneously while resolving complex technical problems. Supervised project teams (employees and contractors).
- **Technical Documentation:** resource-loaded cost / schedule baselines, detailed cost estimates, and cost / schedule variances, RFPs, RFQs, scopes of work, site characterization work plans, and after-action reports.

System Maintenance
- **Configuration, Repair, and Replacement:** internal and external components on Servers and Workstations— motherboards, processors, memory, video cards, modems, NICs, sound cards, IDE hard drives, floppy drives, CD-ROM drives, CD-RW drives, and SCSI tape drives.

User Support and Training
- **Applications:** Microsoft Office Professional Suite, Microsoft Outlook, Microsoft Internet Explorer, Microsoft Project, MRP II, Police Records Management Systems, Accounting, Payroll, MRP II, and Terminal/Client Server services for VMS and OS/400.
- **Training:** Windows 2000 Server, Windows 2000 Professional, basic network theory, MRP II, OS/400, Windows 98, and basic internet browsing using Internet Explorer 5 / 6.

Certifications

Certified Cisco Networking Professional (CCNP)
Cisco Certified Network Associate (CCNA)
Microsoft Certified Systems Engineer on Windows 2000 (MCSE-Windows 2000)
Microsoft Certified Systems Engineer on Windows NT (MCSE-Windows NT 4.0)
Microsoft Certified Professional + Internet (MCP+Internet)
Microsoft Certified Professional (MCP)
In Progress: Cisco PIX certification

Education

University of Texas at El Paso – El Paso, Texas
Bachelor of Business Administration, Computer Information Systems
July, 1995

El Paso Community College – El Paso, Texas
Associate of Arts, Business Administration